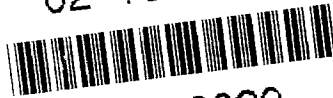


02-18-2005

REC



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To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

GREGORY JORDAN

Execution Date(s) February 3, 2005

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Government Interest Assignment
- Executive Order 9424, Confirmatory License
- Other

2. Name and address of receiving party(ies)

Name: Watson & Chalin Manufacturing, Inc.

Internal Address: _____

Street Address: 2060 Couch Drive

City: McKinney

State: Texas

Country: _____ Zip: 75069

Additional name(s) & address(es) attached? Yes No

4. Application or patent number(s):

This document is being filed together with a new application.

A. Patent Application No.(s)

B. Patent No.(s)

Additional numbers attached? Yes No

5. Name and address to whom correspondence concerning document should be mailed:

Name: Marlin R. Smith

Internal Address: Konneker & Smith, P.C.

Street Address: 660 N. Central Expwy., Suite

City: Plano

State: Texas Zip: 75074

Phone Number: 972-516-0030

Fax Number: 972-516-0608

Email Address: marlinsmith@earthlink.net

6. Total number of applications and patents involved:

1

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed
- None required (government interest not affecting title)

8. Payment Information

a. Credit Card Last 4 Numbers 3511
Expiration Date 06/06

b. Deposit Account Number _____

Authorized User Name _____

9. Signature:

Marlin R. Smith
Signature

Feb. 4, 2005
Date

Marlin R. Smith
Name of Person Signing

Total number of pages including cover sheet, attachments, and documents: 3

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

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PATENT
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020405

PATENT

Attorney Docket No.: WCMI-0042

ASSIGNMENT

In consideration of One Dollar (\$1.00), and other good and valuable consideration, the receipt of which is hereby acknowledged, I the undersigned,

GREGORY JORDAN

Hereby sell, assign and transfer to WATSON & CHALIN MANUFACTURING, INC., (hereinafter referred to as the Assignee), a corporation of the state of Texas, having a place of business at 2060 Couch Drive, McKinney, Texas 75069, its successors, assigns and legal representatives, the entire right, title and interest for the United States and all foreign countries, in and to any and all improvements which are disclosed in the application for United States Letters Patent, said application having been executed on _____, and entitled TRUNNION AIR RIDE SUSPENSION SYSTEM, and in and to said application and all provisional, divisional, continuing, substitute, renewal, reissue and all other applications for Letters Patent which have been or shall be filed in the United States and all foreign countries on any of said improvements; and in and to all original and reissued patents which have been or shall be issued in the United States and all foreign countries on said improvements; and in and to all utility models, industrial models, certificates of invention, and designs on said improvements;

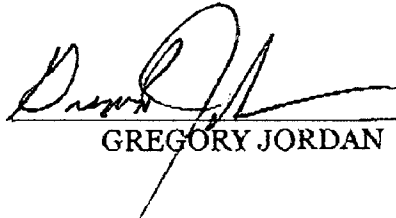
Agree that said Assignee may apply for and receive Letters Patent for said improvements in its own name; and that, when requested, without charge to but at the expense of said Assignee, its successors, assigns and legal representatives, to carry out in good faith the intent and purpose of this assignment, the undersigned will execute all provisional, divisional, continuing, substitute, renewal, reissue and all other patent applications, and all other like rights of exclusion in any country on any and all said improvements; execute all rightful oaths, assignments, powers of attorney and other papers; communicate to said Assignee, its successors, assigns and representatives, all facts known to the undersigned relating to said improvements and the history thereof; and generally do everything possible which said Assignee, its successors, assigns or

representatives shall consider desirable for aiding in securing and maintaining proper patent protection for said improvements and vesting title to said improvements and all applications for patents and all patents on said improvements, in said Assignee, its successors, assigns and legal representatives; and

Covenant with said Assignee, its successors, assigns and legal representatives that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been made to others by the undersigned, and that full right to convey the same as herein expressed is possessed by the undersigned.

IN TESTIMONY WHEREOF, I have duly executed this assignment this

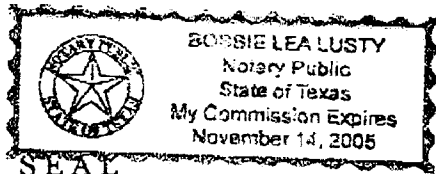
3 day of February, 2005.



GREGORY JORDAN

STATE OF Texas)
) S.S.
COUNTY OF McCulloch)

BEFORE ME, the undersigned authority, on this day personally appeared GREGORY JORDAN, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office this
3 day of February, 2005.




Notary Public

My Commission Expires: 11-14-05